BILL NO. S-87-01-28

SPECIAL ORDINANCE NO. S-26-87

AN ORDINANCE approving the Contract for Improvement Resolution #6065-86, Walks & Curbs, 1986 Bond Issue, Phase II, McKinnie Avenue, between Hipskind Concrete Corporation and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract for Improvement Resolution #6065-86, Walks & Curbs, 1986 Bond Issue, Phase II, McKinnie Avenue, by and between Hipskind Concrete Corporation and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:

construction for the following:

Phase A: New Sidewalks and curbs on McKinnie Avenue from Avondale Drive East to Smith Street (Both Sides). Phase B: New Curb on McKinnie Avenue from the alley west of Robinwood East to Holton Avenue (North Side Only). Phase C: New Walk on McKinnie Avenue from Anthony Blvd. East to the West property line of McMillan Park (North Side Only);

the Contract price is One Hundred Sixty-Six Thousand Five Hundred Thirty-Eight and 25/100 Dollars ($166,538.25), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and Safety and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Samuel J. Talarico
Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Talarico seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, ~~City-County Building~~, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATE: 1-27-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Eisbart, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	6			3	
BRADBURY				✓	
BURNS	✓				
EISBART	✓				
GiaQUINTA				✓	
HENRY	✓				
REDD	✓				
SCHMIDT				✓	
STIER	✓				
TALARICO	✓				

DATE: 2-10-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (~~GENERAL~~) (SPECIAL) (~~ZONING~~ MAP) ORDINANCE (~~RESOLUTION~~) NO. S-26-87 on the 10th day of February, 19 87,

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Thomas C. Henry
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of February, 19 87, at the hour of 11:00 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 11th day of February, 19 87, at the hour of 3:00 o'clock P.M.,E.S.T.

WIN MOSES, JR., MAYOR

BID TAB	DATE: 1-7-87				BIDDER:		BIDDER:		BIDDER:	
PROJ: MCKINNIE AVE. Sidewalks & Curbs			RES. NO: 6065-86		HIPSKIND CONCRETE		RIETH-RILEY CONST CO.		TOMCO CONST. CO.	
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)	UNIT COST ($)	AMOUNT ($)	UNIT COST ($)	AMOUNT ($)	UNIT COST ($)	AMOUNT ($)
1	CONCRETE REMOVAL	3463	SY	3.25	11254.75	3.00	10389.00	4.10	1419.30	3.00	10389.00
2	CURB REMOVAL	4865	LF	2.25	10946.25	2.00	9730.00	2.65	1286.25	2.00	9730.00
3	4" CONCRETE SIDEWALK	29065	SF	1.85	53770.25	1.82	52898.30	2.05	5956.25	2.00	58130.00
4	6" CONCRETE (DRIVES)	422	SY	21.50	9073.00	18.00	7596.00	20.00	844.00	21.50	9073.00
5	8" CONCRETE (ALLEYS)	394	SY	23.00	9062.00	20.00	7880.00	25.00	985.00	24.00	9456.00
6	CONCRETE CURB TYPE III	4865	LF	9.75	47433.75	8.30	40379.50	7.15	3478.75	9.90	48163.50
7	6" CONC. WINGWALK W/RAMPS (includes 2" conduit)	7260	SF	2.25	16335.00	2.30	16698.00	2.30	1669.00	2.60	18876.00
8	BACKFILL TO ADJUST WALK	376	TONS	8.00	3008.00	6.10	2293.60	6.00	225.00	3.00	1128.00
9	TOP SOIL	718	TONS	8.00	5744.00	5.00	3590.00	8.00	574.00	7.00	5026.00
10	SEED, MULCH & FERTILIZER	3366	SY	0.80	2692.80	1.10	3702.60	1.00	336.00	0.50	1683.00
11	ADJUST CASTING TO GRADE	17	EA	80.00	1360.00	90.00	1530.00	165.00	280.00	50.00	850.00
12	CATCH BASIN TYPE I-C (SET IN PLACE)	1	EA	1400.00	1400.00	1500.00	1500.00	1700.00	1700.00	1500.00	1500.00
13	STD. INLET CASTING (SET IN PLACE)	8	EA	165.00	1320.00	585.00	4680.00	300.00	2400.00	550.00	4400.00
14	COMMON EXCAVATION	1	LS	1000.00	1000.00	1250.00	1250.00	500.00	500.00	1000.00	1000.00
15	B-BORROW (Backfill behind curbs)	35	TONS	7.50	262.50	8.00	280.00	8.00	280.00	3.00	105.00
16	ASPHALT PATCHING	4865	LF	0.80	3892.00	0.25	1216.25	1.00	4865.00	0.50	2432.50
17	TREE REMOVAL (36")	1	EA.	375.00	375.00	425.00	425.00	400.00	400.00	360.00	360.00
18	TREE REMOVAL (48")	1	EA.	425.00	425.00	500.00	500.00	500.00	500.00	480.00	480.00
				TOTAL:	$179,354.30	TOTAL:	$166,538.25	TOTAL:	$181,262.55	TOTAL:	$182,782.00
						% over	0.00%	% over	1.05%	% over	1.88%
						% under	7.15%	% under	0.00%	% under	0.00%

BOARD OF PUBLIC WORKS AND SAFETY
INVITATION FOR BIDS/AWARD OF CONTRACT*

(Non-Federally Assisted Construction)

PROJECT: MCKINNIE AVENUE
1986 BOND ISSUE

RESOLUTION # 6065-86

CONTENTS

Check if contained	Pages	
X	1	Cover Sheet
X	I1 - I9	Instruction to Bidders
X	S1	Schedule
X		Schedule of Items (Itemized Proposal)
X	GP1 - GP7	General Provisions
X		Special Conditions
X		Plans and Specifications
		Drawings
X		Improvement Resolution
X		Notice to Bidders

ATTACHMENTS

X		Non-Collusion Affidavit
X		Bidder's Bond
X		Performance Bond
X		Sworn Experience Questionnaire
X		Plan and Equipment Questionnaire
X		Contractor Financial Statement 96-A
X		Certificate in Lieu of Financial Statement
X		Prevailing Wage Scale - State of Indiana
X		Payment Bond
X		Warranty Bond
X		Barricade Information
X		Certification of Bidder/Vendor on Anti-Apartheid

Discount for prompt payment	10 Calendar Days	20 Calendar Days	30 Calendar Days	Other
	____ %	____ %	____ %	____ %

Acknowledgement of Amendments (See General Provisions Clause)	Amendment No.	Date	Amendment No.	Date

* * * * * * * * * *

BID SUMITTED

Contractor HIPKINS CONCRETE

By Paul D Hipkins

Its PRESIDENT

Offer Date _____

Bidder agrees to keep bid open for acceptance for _____ (90 days unless otherwise specified)

Compliance: J. Adams

O.C. 12/84
B.O.W.. Non-Fed. *Note: Award will be made on this form

ACCEPTANCE OF BID/AWARD OF CONTRACT

City of Fort Wayne
Board of Public Works and Safety

Estella R. [illegible]

J.D. Conrades

City of Fort Wayne
Mayor [illegible]

Award Date 1/14/87

NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and PATRICK D HIPSKIND

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder of bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

HIPSKIND CONCRETE

By [signature] D Hipskind

PRESIDENT

Subscribed and sworn to before me by PATRICK D HIPSKIND
this 6 TH day of JANUARY, 19 87.

My Commission Expires:

July 13, 1990

[signature]
Notary Public
Resident of Allen County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19____.

My Commission Expires:

_____

_____
Notary Public
Resident of _____ County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19____.

My Commission Expires:

_____

_____
Notary Public
Resident of _____ County, IN

Contract No.

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, PAT HIPSKIND (name), the PRESIDENT (position) of HIPSKIND CONCRETE CORP (company)

hereby certify:

(1) That the Financial Statement of said company, dated the 22ND day of MAY, 1986, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof;

(2) That I am familiar with the books of said company showing its financial condition and am authorized to make this certificate on its behalf.

Dated: 1-6-87

Pat D Hipskind
(signature)

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said Allen County and State, this 6TH day of JANUARY, 1987.

Juanita J. Brown

My commission expires:

July 13, 1990

14. Minority/Female Hourly Employment Requirements. The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____
_____
_____
_____.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

_____

_____

_____

_____.

(attach additional sheets if necessary)

Contractor HIPSKIND CONCRETE CORP

By _____

Its PRESIDENT

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (~~will~~/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ___ day of _____, 19__, commencing at ___ o'clock __.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____%. (cross out inapplicable provision)

C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. KEVIN JONES	CONCRETE	ALL
2. CASEY STACK	TREE SERVICE	
3.		

D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. S & M LANDSCAPE		RESTORATION
2.		
3.		

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

Contractor HIPSKIND CONCRETE Contractor _____

By [signature] By _____

Its PRESIDENT Its _____

version 1: 5/1/85

ITEMIZED PROPOSAL CONTRACTOR: Hipskind Concrete

PROJ McKINNIE AVE. SIDEWALKS & CURBS RES. NO: 6065-86

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	Concrete Removal	3463	SY	3.00	10389.00
2.	Curb Removal	4865	LF	2.00	9730.00
3.	4" Concrete Sidewalk	29065	SF	1.82	52898.30
4.	6" Concrete (Drives)	422	SY	18.00	7596.00
5.	8" Concrete (Alleys)	394	SY	20.00	7880.00
6.	Concrete Curb Type III	4865	LF	8.30	40379.50
7.	6" Concrete Wingwalk with Ramps (Incl. 2" conduit)	7260	SF	2.30	16698.00
8.	Backfill to Adjust Walk	376	TON	6.10	2293.60
9.	Top Soil	718	TON	5.00	3590.00
10.	Seed, Mulch & Fertilizer	3366	SY	1.10	3702.60
11.	Adjust Casting to Grade	17	EA	90.00	1530.00
12.	Catch Basin Type I-C (Set in Place	1	EA	1500.00	1500.00
13.	Std. Inlet Casting (Set in Place)	8	EA	585.00	4680.00
14.	Common Excavation	1	LS	1250.00	1250.00
15.	B-Borrow (Backfill Behind Curbs)	35	TON	8.00	280.00
16.	Asphalt Patching	4865	LF	.25	1216.25
17.	Tree Removal 36"	1	EA	425.00	425.00
18.	Tree Removal 48"	1	EA	500.00	500.00

TOTAL: 166,538.25

SHEET 1 OF 1

Note: Contractor will be paid on measured quantities only at unit price bid

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Hipskind Concrete Corp, does hereby make the following representations to the City of Fort Wayne, Indiana.

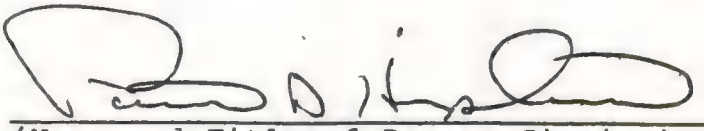
WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of Hipskind Concrete, that Hipskind Concrete does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 6th day of January, 1982.

Hipskind Concrete Corp
(Name of Bidder/Vendor)



(Name and Title of Person Signing)
Patrick D Hipskind
President

Bond No.

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE, MD. 21203*

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, HIPSKIND CONCRETE CORP., 5502 Mason Dr., Ft. Wayne, IN

....., as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto City of Fort Wayne, Fort Wayne, IN

.....as Obligee, (hereinafter called the "Obligee"), in the sum of 5% of Contractor's Maximum Bid Dollars ($.....), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Resolution #6065-86

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 5th day of January A.D. 19 87

HIPSKIND CONCRETE CORP.
BY: [signature] (SEAL)
Principal

[signature]
Witness

PRESIDENT
Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

[signature]
Witness

By [signature] (SEAL)
Attorney-In-Fact *Title*

C325d—150M,
Approved by The American Institute of Architects,
A.I.A. Document No. A-310 February 1970 Edition.

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That HIPSKIND CONCRETE CORP., 5502 Mason Dr., Ft. Wayne, IN
(Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Contractor, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its home office in the City of Baltimore, Maryland, U. S. A., as Surety, hereinafter called Surety, are held and firmly bound unto City of Fort Wayne, Fort Wayne, IN
(Here insert the name and address or legal title of the Owner)

as Obligee, hereinafter called Owner,

in the amount of One hundred sixty-six thousand five hundred thirty-eight dollars and 25/100

Dollars ($ 166,538.25), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated January 16 19 87, entered into a contract with Owner for Res. 6065-86, McKinnie Avenue, Sidewalks, Curbs

in accordance with drawings and specifications prepared by
(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 16th day of January A.D. 19 87

In the presence of:

HIPSKIND CONCRETE CORP.
BY: [signature] (SEAL)
Principal
President
Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

[signature]

By [signature] (SEAL)
Attorney-In-Fact *Title*

C309f—
Approved by The American Institute of Architects, A.I.A. Document No. A-311 February 1970 Edition.

A STOCK COMPANY — ESTABLISHED 1890

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE

Labor and Material Payment Bond

Note: This bond is issued simultaneously with Performance Bond in favor of the owner conditioned on the full and faithful performance of the contract.

KNOW ALL MEN BY THESE PRESENTS:

That HIPSKIND CONCRETE CORP., 5502 Mason Dr., Ft. Wayne, IN

(Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its home office in the City of Baltimore, Maryland, U. S. A., as Surety, hereinafter called Surety, are held and firmly bound unto City of Fort Wayne, Fort Wayne Indiana,

(Here insert the name and address or legal title of the Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of One hundred sixty-six thousand five hundred thirty-eight dollars and 25/100----------,

(Here insert a sum equal to at least one-half of the contract price)

Dollars ($ 166,538.25), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated January 16 19 87 entered into a contract with Owner for Res. 6065-86, McKinnie Avenue, Sidewalks Curbs

in accordance with drawings and specifications prepared by

(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

(a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 16th day of January A.D. 19 87

In the presence of:

HIPSKIND CONCRETE CORP.

BY: [signature] (SEAL)

Principal

President

Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

[signature]

By [signature] (SEAL)

Attorney-In-Fact

Title

SET TAB STOPS AT ARROWS

acord® CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY): 1/16/87

PRODUCER
Ward Insurance
PO Box 10510
Ft. Wayne, IN 46852

INSURED
Hipskind Concrete Corp.
5502 Mason Dr.
Ft. Wayne, IN 46809

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	American
COMPANY LETTER	B	National Surety
COMPANY LETTER	C	Fireman's Fund
COMPANY LETTER	D	
COMPANY LETTER	E	

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS	EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY X COMPREHENSIVE FORM X PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD X PRODUCTS/COMPLETED OPERATIONS X CONTRACTUAL INDEPENDENT CONTRACTORS X BROAD FORM PROPERTY DAMAGE X PERSONAL INJURY	MXX80109039	12/28/86	12/28/87	BODILY INJURY	$	$
					PROPERTY DAMAGE	$	$
					BI & PD COMBINED	$1000	$ 1000
					PERSONAL INJURY		$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS (PRIV. PASS.) ALL OWNED AUTOS (OTHER THAN PRIV. PASS.) HIRED AUTOS X NON-OWNED AUTOS X GARAGE LIABILITY	MXX80109039	12/28/86	12/28/87	BODILY INJURY (PER PERSON)	$	
					BODILY INJURY (PER ACCIDENT)	$	
					PROPERTY DAMAGE	$	
					BI & PD COMBINED	$ 1000	
C	EXCESS LIABILITY X UMBRELLA FORM OTHER THAN UMBRELLA FORM	XLB1720183	12/28/86	12/28/87	BI & PD COMBINED	$ 1000	$ 1000
B	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	WC80093258	4/2/86	4/2/87	STATUTORY		
						$ 100 (EACH ACCIDENT)	
						$ 500 (DISEASE-POLICY LIMIT)	
						$ 100 (DISEASE-EACH EMPLOYEE)	
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

City of Fort Wayne
Attn: Baron Biedenweg
Board of Public Works & Safety
City/County Building
Ft. Wayne, IN 46802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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7483

Admn. Appr. _____

TITLE OF ORDINANCE Contract for Improvement Resolution for walks & curbs, #6065-86, ~~'86 Bond Issue, Phase II, McKinnie Avenue~~

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety 1-87-01-28

SYNOPSIS OF ORDINANCE The Contract for Resolution 6065-86, '86 Bond Issue, Phase II, is for the construction for the following:

Phase A: New Sidewalks & curbs on McKinnie Avenue from Avondale Drive East to Smith Street (Both Sides) Phase B: New Curb on McKinnie Avenue from the alley west of Robinwood East to Holton Avenue (North Side Only). Phase C: New Walk on McKinnie Avenue from Anthony Blvd. East to the West property line of McMillan Park (North Side Only). Hipskind Concrete is the Contractor.

EFFECT OF PASSAGE Improvement conditions at above location by installation of walks & curbs

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $166,538.25

ASSIGNED TO COMMITTEE _____

BILL NO. S-87-01-28

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving the Contract for Improvement Resolution #6065-86, Walks & Curbs, 1986 Bond Issue, Phase II, McKinnie Avenue, between Hipskind Concrete Corporation and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

YES		NO
Samuel J. Talarico	SAMUEL J. TALARICO CHAIRMAN	
	JANET G. BRADBURY VICE CHAIRPERSON	
	PAUL M. BURNS	
	JAMES S. STIER	
Charles B. Redd	CHARLES B. REDD	

CONCURRED IN 2-10-87.

SANDRA E. KENNEDY
CITY CLERK